UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF MISSOURI

In re:

LARRY MATTHEW MCINTIRE and CASSANDRA MARIE MCINTIRE,

Case No. 19-30506

CHAPTER 7

MOTION FOR RELIEF FROM AUTOMATIC STAY

Now Comes Capital One Auto Finance, a division of Capital One, N.A., ("Capital One"), by its counsel, Evan Lincoln Moscov, and for its Motion for Relief from the Automatic Stay with respect to a 2015 JEEP Wrangler Utility 4D Unlimited Spor, VIN: 1C4BJWDG7FL581892 ("the Vehicle"), states as follows:

- On July 27, 2018, Debtors executed a Retail Installment Contract and Security
 Agreement with respect to the Vehicle. A copy of the Contract is attached hereto as Exhibit A.
- Capital One has perfected its security interest in the Vehicle. A copy of the Notice of Lien Application is attached hereto as Exhibit B.
- Debtors have filed a voluntary bankruptcy petition pursuant to Chapter 7 of the Bankruptcy Code.
- Debtors have defaulted on the Contract, which was reaffirmed on November 4,
 2019.
- 5. Indeed, Debtors owe Capital One \$3,118.08 due to their failure to remit the installment payments due February 23, 2020 through the present.
- 6. The current total debt with respect to the Vehicle is \$29,412.68.

- 7. The approximate retail value of the Vehicle is \$22,575.00. A copy of the N.A.D.A. Official Used Car Guide Vehicle Valuation is attached hereto as Exhibit C.
- 8. Accordingly, there is no equity in the Vehicle.
- 9. As a result of the foregoing, cause exists to modify the automatic stay with respect to the Vehicle and waive the application of the fourteen day stay pursuant to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

WHEREFORE Capital One Auto Finance, a division of Capital One, N.A., prays for the entry of an order modifying the automatic stay with respect to a 2015 JEEP Wrangler Utility 4D Unlimited Spor, VIN: 1C4BJWDG7FL581892 and waiving the application of the fourteen day stay pursuant to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

/s/ Evan Lincoln Moscov
Evan Lincoln Moscov
Missouri Bar No. 64415
325 Washington St.
Ste. 303
Waukegan, IL 60085
3129691977
evan.moscov@moscovlaw.com

CERTIFICATE OF SERVICE

I certify that on 7.13.20 a copy of the foregoing was filed electronically. Notice of this filing was sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

Jon M. Gold: jon@reynoldsandgoldlaw.com Lloyd E. Mueller: lloyd.e.mueller@usdoj.gov Norman Rouse: twelch@cwrcave.com

I hereby certify that on 7.13.20 a copy of the foregoing was sent via U.S. Mail, postage pre-paid, to the following individuals:

Larry Matthew McIntire 4254 Lawrence 2212 Pierce City, MO 65723 Cassandra Marie McIntire 4254 Lawrence 2212 Pierce City, MO 65723

<u>/s/ Evan Lincoln Moscov</u> Evan Lincoln Moscov Case 19-30506-can7 $_{Ex}$. Aoc 40 Filed 07/13/20 Entered 07/13/20 13:57:17 Desc Mair Document Page 4 of 10

MO-102 10/10/2015

Retail Installment Contract and Security Agreement

DEAL CUST #

Seller Name and Address

MAYSE AUTOMOTIVE GROUP 2032 S. ELLIOTT AURORA, MO 65605 8uyer(s) Name(s) and Address(es)
LARRY MCINTIRE
CASSANDRA MCINTIRE
4254 LAWRENCE 2212
PIERCE CITY, MO 65723-7273

Summ	ary
No.	
Date	07/27/2018

	Business, commercial or agricultural purpose Contract.			
Truth-In-Lending Disclosure				
The cost of your credit as a yearly rate. The dollar amount the credit will you or on y	Financed redit provided to your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00	
Payment Schedule. Your payment schedule is: No. of Payments				
prepayment refunds and panalties. Description of Property	of the second			
Describrion of Lipherth Street Street Street Street Street Street				
Year Make Model Style 2015 JEEP WRANGLER SUV		Vehicle Identification Number	Odometer Mileage 33419	
1				

Case 19-30506-can7 Doc 40 Filed 07/13/20 Entered 07/13/20 13:57:17 Desc Main Document Page 5 of 10

li	temization of Amount Financed	The second secon	Your signature below means you want (only) the insurance of "None" is checked, you have declined the coverage we offe	
a.	Price of Vehicle, etc. (incl. sales tax of S N/A	\$29500.00	The state of the s	icu.
b.	Service Contract, paid to:	29300.00	· N/A	N17A
	ZURICH	\$ <u>2595.00</u>	N/A By:	N/A DOB
c.	Cash Price (a+b)	\$ 32095.00		מטע
đ.	. Trade-in allowance	\$N/A		
е.	Less: Amount owing, paid to (includes m):	s N/A	N/A	N/A
f.	Net trade-in (d-e; if negative, enter \$0 here and enter		By:	DOB
	the amount on line m)	\$ 0.00		
g.	Cash payment	\$ N/A	N/A	N/A
h.	Manufacturer's rebate	\$ N/A	By:	008
i.	Deferred down payment	\$ N/A	-1.	502
j.	Other down payment (describe) N/A	\$N/A	You have the right to cancel credit insuran	
k.	Down Payment (f+g+h+i+j)	\$ N/A	buying it and receive a full refund or credit	t for the credit
i.	Unpaid balance of Cash Price (c-k)	\$ 32095.00	insurance premium.	
m.	-	\$ 0.00	Property Insurance. You must insure the Property securing	g this Contract. You understand
n.		\$ 2.50	that you are free to insure your Property with whatever lice	
0.		s N/A	you may choose; that you may do so at any time after the di	
٥.	Administrative Fee	\$ 99.00	not cancelled any existing insurance on your Property if you	
	ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE A	NO IS NOT RECHIRED BY	that this loan cannot be denied you simply because you did r	
LA RE FO	W BUT MAY BE CHARGED BY A DEALER. THIS AD: SULT IN A PROFIT TO DEALER. NO PORTION OF TI R THE DRAFTING, PREPARATION, OR COMPLETIO OVIDING OF LEGAL ADVICE. THIS NOTICE IS REQL	MINISTRATIVE FEE MAY HIS ADMINISTRATIVE FEE IS N OF DOCUMENTS OR THE	through us. YOU MAY NOT NEED TO PURCHA! INSURANCE, AND YOU MAY HAVE OTHER WE WILL ACCEPT WHICH COVERS THE PR	SE CREDIT PROPERTY INSURANCE WHICH OPERTY SECURING
	To: N/A	s N/A	THIS LOAN. YOU SHOULD EXAMINE ANY I	OTHER INSURANCE
	To: N/A	·	WHICH YOU HAVE IN ORDER TO DETERMI	NE IF THIS COVERAGE
	To: N/A	`	IS NECESSARY.	•
s. t.	To: N/A	\$ N/A	This premium is calculated as follows:	
	To: N/A		** N/A Deductible, Collision Cov. \$	N/A
U.	To: N/A		\$ N/A Deductible, Comprehensive \$	
	To: N/A		Fire-Theft and Combined Additional Cov. \$	
	To: N/A		N/A s	N/A
			\$	N/A
у.	ALLA		Liability insurance coverage for bodily inju	irv and property
			damage caused to others is not included in	
	Total Other Charges/Amts Paid (k thru z)	\$ <u>101.50</u> \$ 0.00	checked and indicated.	***************************************
	Prepaid Finance Charge	\$ <u>0.50</u> \$ 32196.50		
	Amount Financed (I+aa-bb)	`	Single-Interest Insurance. You must purchase single-	
	may retain or receive a portion of any amounts paid to	others.	this sale transaction. You may purchase the coverage from a reasonably acceptable to us. If you buy the coverage from o	r through us, you will pay
			\$ N/A for N/A	4
obt sigi for	edit Insurence. Credit life and credit disability (acciden ain credit and are not a factor in the credit decision. We n and agree to pay the additional premium. If you want s you lif you qualify for coverage). We are quoting below osen to purchase.	will not provide them unless you such insurance, we will obtain it	of coverage.	
Cre	edit Life			
_	Single 🗀 Joint 🕱 None		•	
	5114	N/A		
	NI/A	N/A		•
ınsı	uredN/A		(This area intentionally left bi	lank.]
Cre	edit Disability	•		
	Single 🗌 Joint 🕱 None			
Pre	mium \$ N/A Term	N/A		
	ured N/A			
	•			

Additional Protections

X Service Contract

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Term	72 MOS / 10	00000 MI
Price	\$ 2595.00	
Coverage	Zurich	
Gap Waiver or Ga	ap Coverage	
Term	N/A	
Price	\$ <u>N/A</u>	
Coverage	N/A	<u> </u>
	N/A	
Term	N/A	- · ·
Price	\$ N/A	
Coverage	N/A	
	-	
1		07/27/2018
By: LARRY MC	INTIRÉ	Date
Y Cassi	antono	07/27/2018
By: CASSANDR	A MCINTIRE	Date
		. •
N/A	· .	N/A
Ðy:	• .	Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "aur" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the Truth-In-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time. See Minimum Finance Charge section. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$25, plus any charge by the depository institution for the dishonored or returned payment.

Governing Law and Interpretation. This Contract is governed by the law of Missouri and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document,

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you, provide to us in connection with your account, including a mobile telephone number that could result in charges to you

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to make a payment as required by this Contract.
- We believe the prospect of payment, performance, or the ability to realize upon the collateral is significantly impaired.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you default on this Contract, we may exercise the remedies provided by law and this Contract after we have given you any notice and opportunity to cure your default that the law requires. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so, provided we give you prior notice and a reasonable opportunity to perform. We are not required to make any such payments or repairs. You will repay us that amount when we tell you to do so. That amount will earn finance charges from the date we pay it at the rate described in the Payment section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you own us.
- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

// Page 3 of 5 7/2018 01:10 pm

Case 19-30506-can7 Doc 40 Filed 07/13/20 Entered 07/13/20 13:57:17 Desc Maii Document Page 7 of 10

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this
 Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty, Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else, You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You
 will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection.
 Our entry and inspection must be accomplished lawfully, and without breaching the neare.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still own us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

Unless you provide evidence of the insurance coverage required by this Contract, we may purchase insurance at your expense to protect our interests in the Property. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Property. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de comprayenta.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Emissions Inspection Notice. If the vehicle is subject to Missouri emissions inspection and the Selfer sells it to you without prior inspection and approval, you may: (1) return the Vehicle within 10 days, provided it has no more than 1,000 additional miles since the time of sale, to have the Selfer repair the Vehicle and provide an emissions certificate and sticker within five working days if the Vehicle fails, upon inspection, to meet the emissions standards, or (2) enter into any mutually acceptable agreement with the Selfer.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

_N/A

N/A Date

By:

Signature of Third Party Owner (NOT the Buyer)

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

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Case 19-30506-can7 Doc 40 Filed 07/13/20 Entered 07/13/20 13:57:17 Desc Main Document Page 8 of 10

Electronic Signature Acknowledgment. You agreentire Contract before signing it, (ii) you signed this Contract and signatures, (iii) you intend to enter into this Contract and same effect as your written ink signature, (iv) you receive after it was signed, and (v) the authoritative copy of this document management system held by Seller in the ordina understand that Seller may transfer this Contract to another as a paper version of that electronic form which would copy. Seller or that other company may enforce this Contract version of that electronic form. You may enforce the copy that you received.	act with one or more electronic your electronic signature has the id a paper copy of this Contract Contract shall reside in a ary course of business. You ner company in the electronic form then become the authoritative ract in the electronic form or as a
Signatures	en de la composition de la composition La composition de la
Entire Agreement. Your and our entire agreement is co are no unwritten agreements regarding this Contract. Ar be in writing and signed by you and us.	ntained in this Contract. There ny change to this Contract must
X	-
a LADDY MONTHS	07/27/2018
By: LARRY MCINTIRE	Date
By: CASSANDRA MCINTIRE	07/27/2018 Date
h1/a	
N/A By:	N/A
Бү.	Date
or if it contains any blank spaces. You are copy of the Contract you sign. Under the to pay off in advance the full amount due refund of the time price differential. By signing below, you agree to the terms received a copy of this Contract and had a review it before you signed it.	aw you have the right and to obtain a partial of this Contract. You
Buyer LARRY MCINTIRE CASSANDRA MCINTIRE	
X	0-10-10-10
By: LARRY MCINTIRE	07/27/2018 Date
x Cario monali	
By: CASSANDRA MCINTIRE	07/27/2018_ Date
N/A	
By:	N/A Date
Seller MAYSE AUTOMOTIVE GROUP	
	07/27/2018
By:	Date

Assignment This C	ontract and Security Agre AUTO FINANCE	ement is assigned to	
under the terms of a	separate agreement made 1 is made with recourse.	-	
Seller MAYSE A	AUTOMOTIVE GROU	ie Gesti	
Ву:	<i>/</i>	_ CAO IC	07/27/2018 Date

Missouri Department of Revenue PO Box 3355 Jefferson City, MO 65105-3355 Ex. B



Capital One Auto Fin PO Box 255605 Sacramento, CA 95865

You have successfully filed a Notice of Lien with the following information:

	Owner Information ————————————————————————————————————
Owner	Mcintire Larry & Cassandra 4254 Lawrence 2212 Pierce City, MO 65723
DLN/FEIN Number	
	Unit Description
Vehicle Type	Passenger Vehicle
Make JEEP	Year 2015
VIN/HIN	1C4BJWDG7FL581892
Purchase Date	07/27/2018
Lien Date	07/27/2018
Net Price	\$0
	Lien Information
Lienholder Type	Finance Company
Lienholder ID Number	
	Capital One Auto Fin
Lienholder	PO Box 255605
	Sacramento, CA 95865
	Future Advances No
	Refinance or No Change Of No
	Ownership
	Filing Information —————
NOL File Date	08/08/2018
Fee	\$2.50
Office Number	
Control Number	
This is your receipt	- Please print this page for your records.

N.A.D.A. Official Used Car Guide Vehicle Valuation

Print Date: June 16, 2020

Customer: McIntire, Larry

File No.:

Vehicle Description: 2015 JEEP Wrangler Utility 4D Unlimited Spor

VIN: 1C4BJWDG7FL581892

Base Values

Retail: \$ 22575.00 Wholesale/Trade-in: \$ 19325.00

Optional Equipment/Adjustments

Estimated Miles 72500 \$ 0.00

Total Adjusted N.A.D.A. Used Car Guide Values

Retail: \$ 22575.00 Retail/Wholesale Average: \$ 20950.00

Reference 06/2020 Central